

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: May 22, 1997

INVITATION FOR BIDS
NO. IFB-97-235-OM
SEALED BIDS
FOR
FURNISHING AND DELIVERING
UTILITY TRACTORS WITH FLAIR MOWERS FOR THE
DIVISION OF FORESTRY AND WILDLIFE
DEPT. OF LAND AND NATURAL RESOURCES

will be received up to and opened at 2:00 p.m.

on

June 06, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed
to Mr. Marc Yamamoto at telephone (808) 586-0569, facsimile (808)
586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

The following bid is hereby submitted:

Two (2) only UTILITY TRACTORS WITH FLAIL MOWERS, as specified herein.

UNIT BID PRICE

1. One only for delivery on OAHU,
KAENA POINT TRACKING STATION \$_____
2. One only for delivery on MAUI,
KAHULUI BASEYARD, 685 HALEAKALA HWY \$_____

Item No. 1 & 2: HEAVY DUTY UTILITY TRACTOR, 4 WHEEL DRIVE

MAKE: _____

MODEL AND NO.: _____

YEAR OF PRODUCTION: _____

Item No. 1 & 2: FLAIL MOWER

MAKE: _____

MODEL AND NO.: _____

YEAR OF PRODUCTION: _____

Service and Repair Facility:

OAHU

Name _____

Address _____

Telephone _____

Contact _____

MAUI

Name _____

Address _____

Telephone _____

Contact _____

Offeror_____

GENERAL SPECIFICATIONS

In addition to Detailed Specifications listed herein, the following requirements shall form a part of these specifications:

- a. All equipment offered shall include any other standard features not listed herein but detailed in manufacturer's brochures and deemed necessary for the proper and safe operation of equipment.
- b. Manufacturer's standard warranty and warranty documents.
- c. Contractor shall provide a copy of the owner-operator manual and service/repair manual.
- d. Upon delivery, Contractor shall schedule, at the request of the receiving agency, a training and/or maintenance program to demonstrate the proper and safe operation of equipment. This service shall be provided at no additional cost to the State.
- e. All equipment offered shall meet ANSI and OSHA safety requirements and any other Federal and State safety requirements. If applicable and when requested, equipment shall bear a label or written documentation indicating approval of safety requirements from a bonafide testing laboratory.
- f. Equipment shall be completely assembled, serviced, and in full operational condition upon delivery.

DETAILED SPECIFICATIONS

HEAVY DUTY UTILITY TRACTOR, 4 WHEEL DRIVE

1. MODEL - 1997 or latest production model
2. TYPE - 4 wheel drive
3. ENGINE
 - diesel powered, water cooled
 - gross engine horsepower; 58 minimum
 - PTO horsepower; 50 minimum at continuous operation of 540 PTO rpm
 - 4 cycle, 5 cylinder, or 4 cylinder
 - vertical muffler
4. TRANSMISSION
 - constant mesh shuttle transmission with a minimum of 8 forward and 8 reverse speeds (or compatible) and high-low range; syncro shuttle low and reverse, creep speed
 - differential lock, front and rear
5. CLUTCH
 - dry single plate, single stage
6. ELECTRICAL SYSTEM
 - 12 volt system with battery and min. 35 amp alternator capable of charging at low engine speed
7. REAR PTO
 - Hydraulic independent PTO with PTO brake; 1 speed live; 540 rpm at governed speed of 2295
8. STEERING
 - Hydrostatic
9. BRAKES
 - wet disk service brakes
 - manufacturer's standard parking brake
10. TIRES
 - traction type tires mounted on compatible rims
 - 9.5-22R1 6 ply
 - 18.4-28R1 6 ply
11. INSTRUMENTATION
 - full instrumentation, including but not limited to the following gauges: fuel, hour meter, tachometer, generator, water temp, oil pressure,
 - glow plug indicator
 - safety starting key switch and shutoff
12. OTHER
 - "Category 2" 3-point hitch
 - position and draft control
 - adjustable drawbar hitch
 - ROPS and canopy, rear operator screen
 - cushioned, adjustable suspension type operator's seat w/backrest and seatbelt
 - working and traveling lights: headlights, taillights, rear work light, directional turn signals with 4-way flasher
 - horn
 - rear view mirrors
 - "Slow Moving Vehicle" emblem
 - dual element internal air filter and outside turbo pre-cleaner, inside pre-cleaner
 - front and rear differential lock
13. MANUALS
 - 2 copies of operator's manual
 - 1 copy service and repair manual
 - 1 copy parts catalogue
 - 1 copy tractor safety video

FLAIL MOWER

- | | | |
|-----|----------------|---|
| 14. | MODEL | - latest production Vrismo H.D. Orchard Series Model C2084 or equal |
| 15. | TYPE | - heavy duty rear mount on "Category 2" 3-point hitch; offset mount; minimum weight 1,705 pounds w/heavy duty twin flails, 80 each, 1/2 pound per pair |
| 16. | WIDTH OF CUT | - 84 inch minimum |
| 17. | OVERALL WIDTH | - 96" maximum |
| 18. | CUTTING HEIGHT | - 0" to 6" via 6-5/8" roller |
| 19. | KNIVES | - heavy duty cutting knives, 4 oz. each (8 oz. per pair) capable of cutting 4" brush
- individual knife hangers
- anti-wraps to prevent foreign materials from wrapping around the cutting reels
- supply of spare blades and hangers delivered with machine |
| 20. | GEARBOX | - minimum 90 hp
- rotor bearing protection; electronically balanced
- cutter drive - banded 3-groove pulley
- hinged belt/drive box for easy access for service and cleaning, open left or right |
| 21. | MANUALS | - 1 copy of service and repair manual
- 1 copy of parts catalogue |

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of the equipment specified herein shall be subject to the Specifications, these Special Provisions and the General Terms and Conditions dated September 1, 1995 and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii and at the DAGS District offices on Hawaii, Maui and Kauai.

OFFICER-IN-CHARGE

For the purpose of this contract, Mr. David Smith, DLNR, DOFAW, or his duly appointed representative, telephone (808) 973-9786, is designated Officer-in-Charge.

BIDDER QUALIFICATION

Service Facility. At the time of bidding, bidder shall have an established place of business in the State of Hawaii with reasonable inventory of replacement parts and shop facility for repairing and servicing the equipment offered.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

FEDERAL FUNDS

This contract is partially funded by the federal government. It is covenanted and agreed by and between the parties hereto that, as to the portion of the obligation under this contract to be payable out of Federal funds, this contract shall be construed to be an agreement to pay such portion to the Contractor only out of Federal funds to be received from the federal government when the Federal funds are so received and shall not be construed as a general agreement to pay such portion at all events out of any funds other than those which are received from the federal government.

BID PREPARATION

Offer Form, Page Of-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein by reference and available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813, upon request.

Hawaii vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license number, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-state vendors without a Hawaii GET license. Due to the scope of work under this solicitation, an out-of-state vendor not possessing a Hawaii GET license, but having "sufficient presence in Hawaii" as evidenced by a "yes" response to at least one of the questions in the attached Tax Equalization Certificate, is liable for the GET and applicable use tax. Out-of-state vendors not possessing a Hawaii GET license shall complete the attached certificate.

However, if an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" due solely to a "yes" answer to question number 4 of the Tax Equalization Certificate, drop ships the goods required herein and subcontracts the entire service portion of the contract to be awarded, then the out-of-state vendor is not liable for the taxes. If the out-of-state vendor is subcontracting this portion of the work, the name of the subcontractor shall be furnished on the certificate.

Failure to complete the certificate and to furnish the name(s) of subcontractor(s), if any, may result in the rejection of the offer or application of the tax equalization provision below.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Hawaii General Excise Tax License. In accordance with Section 3.1A of the General Terms and Conditions, bidder shall submit his current Hawaii General Excise Tax I.D. number in the space provided on OFFER FORM page OF-1.

Bid Quotation. Bid price quoted herein shall be based on delivery to destination and shall include all other costs and applicable taxes. Bid shall also include, when applicable, costs for installation of accessories, modification of unit, and instructional training in use of equipment. Costs for optional equipment shall be all inclusive. Determination to purchase optional equipment shall be made at the time of award.

Tax Clearance. An original or certified copy of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Make, Model and Other Information. Bidder must identify on the offer the exact brand or manufacturer name and model number, order number or other identifier of equipment offered. Failure to do so or the inclusion of remarks, such as "as specified" shall be sufficient ground for rejection of bid.

Brochures and Specifications Literature. Unless previously submitted to the State Procurement Office, bidder shall submit with the bid current brochures and/or specifications literature. Upon request, bidder shall furnish at his own expense and within three working days from date of State's request, any further information required to determine acceptability of equipment offered.

Product Sample or Demonstration. If requested by the State, bidder shall provide a sample or a demonstration of the product being offered. Product sample or demonstrated model must substantially meet the make and model no. being offered. The State reserves the right to determine product acceptability based on product sample or demonstration and its decision shall be final.

Offer Guaranty. Bid security deposit is not required for this bid.

METHOD OF AWARD

Award(s), if any, shall be made to the responsible and responsive bidder(s) submitting the lowest Unit Bid Price per item.

CONTRACT EXECUTION

For contract award totaling \$10,000 or more, the State shall forward a formal contract to the successful bidder for execution. The contract shall be executed by the Contractor and returned within ten (10) days in accordance with Section 3.3 of the General Terms and Conditions. No performance or payment bond shall be required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

QUALITY OF EQUIPMENT

Equipment furnished under these provisions and the attached specifications shall be new and of the best quality of its respective kind and shall be completely assembled and free from defects which may render them unfit for use.

Equipment offered shall include any other standard features not listed herein but detailed in manufacturer's brochures or specifications literature and deemed necessary for the proper and safe operation of equipment.

No payment, whether partial or final, shall be construed to be an acceptance of defective work.

The State may, at any time, by written order, stop delivery of equipment not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract of any part thereof.

DELIVERY

Equipment furnished under these specifications shall be delivered within 120 calendar days from date of Notice to Proceed to the following locations:

Division of Forestry & Wildlife
Department of Land and Natural Resources

Oahu: Kaena Point Tracking Station
Waianae, HI

Maui: Kahului Baseyard
685 Haleakala Hwy.

Contact:

Oahu: David Smith,
Oahu Wildlife Manager
(808) 973-9786

Maui: Myer Ueoka
Maui Wildlife Biologist
(808) 984-8108

The above listed personnel shall be contacted prior to delivery on each island to coordinate delivery arrangements. Representatives of both Contractor and State shall be present at the delivery site for purposes of visual inspection and, if necessary, for instruction in use of equipment.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TWENTY FIVE DOLLARS (\$25.00) for each and every day the Contractor delays in the completion of any item of his contract after the required date of said completion.

DELIVERY EXTENSION

Contractor shall complete delivery within the time allowed by the contract. If Contractor fails to deliver within the time allowed, liquidated damages as specified herein shall apply. However, Contractor will not be held responsible for delays due to reasons beyond his control, provided he submits written notification of such delays prior to the delivery deadline. This notification shall be submitted to the Procurement Officer and shall detail the reasons for the delays and shall include appropriate documentation. No delivery extension will be considered without proper documentation.

INVOICING

Contractor shall submit original and three copies of the invoice to the following address:

DLNR, Division of Forestry & Wildlife
1151 Punchbowl St., Rm. 310
Honolulu, Hawaii 96813

INVOICING (continued)

Invoice should reference both the contract number and the Invitation For Bid number.

PAYMENT

Section 103-10, Hawaii Revised Statutes (HRS), provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

The tax clearance submitted with your invoice for final payment now requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

WARRANTY

Equipment furnished shall be fully guaranteed by the Contractor against defects resulting from the use of defective or inferior materials or from negligent workmanship or against all design and manufacturing defects. Warranty period shall begin from the date equipment is accepted and placed in service. Warranty documents shall be delivered with equipment and shall detail manufacturer's obligation and warranty procedures. Contractor shall replace or repair defective material and/or workmanship at no cost to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, HAR.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement andy any cost or pricing data for three (3) years from the date of final payment under the Agreement.

UTILITY TRACTORS WITH FLAIL MOWERS FOR
DIVISION OF FORESTRY AND WILDLIFE
DEPT. OF LAND AND NATURAL RESOURCES
IFB-97-235-OM

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____	Respectfully submitted,
Telephone No.: _____	
Fax No.: _____	_____ Exact Legal Name of Offeror
Payment address, if other than street address at right:	_____ Authorized Signature (Original)
_____	_____ Title

Hawaii General Excise Tax Lic. I.D. No.: _____	_____ Street Address
Social Sec. or Federal I.D. No.: _____	_____ City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ☐ Yes ☐ No